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IN THE CIRCUIT COURT OF THE  
11TH JUDICIAL CIRCUIT IN AND  
FOR DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.

88-45265 -32

HAROLD J. ABRAMSON, HARVEY S.  
ABRAMSON, STANLEY C. BAKER,  
MICHAEL BADLICH, BARBARA BADLICH,  
MANLY BAKER, MINNIE BAKER, RICHARD  
A. BESOLA, DR. MATTHEW H. BRADLEY,  
TONY CALABRESE, ROSE CALABRESE,  
RANIERE CASSERTA, ANTHONY S.  
CASSERTA, GRACE T. CHAVOUSTIE,  
JOSEPH R. COLLETTI, ANA MARIE  
RODRIGUEZ, ESTATE OF RALPH  
COLLETTI, through BETTY LLNGOS,  
Personal Representative, MICHAEL J.  
CONIGLIO, PHILIP CONIGLIO, ANNA  
CONIGLIO, ANTHONY G. CORBO, CHARLES  
L. CRUMPTON, JAMES P. PAUL, EARL  
CORTRIGHT, PATRICIA CORTRIGHT,  
ISRAEL COHEN, AMIL CONTRATA, GRACE  
CONTRATA, MARGUERITA A. COLLETTI  
ALLOCCA, JOANNE CONA, JOSEPH CONA,  
IRENE ABRAMSON, RAFAELE DOMENICO,  
MARGARET DOMENICO, RALPH J. DOMENICO,  
SUZANNE DOMENICO, J. WAYNE FARISS,  
BETTY ANNE FARISS, C.M. FULGO,  
KENNETH I. HARRIS, BILL M. JOHNSON,  
WILLIAM JOHNSON, BARBARA JOHNSON,  
MARK KEOHANE, ANNE KEOHANE, TOM C.  
KRAVITZ, JAMES C. KNIGHT, ROBERT  
LIPOF, EDITH LIPOF, BETTY A. LONGO,  
HARVEY OXENBERG, ANTONIO PEREZ,  
ALBERT A. PORCO, CARMEN PUTRELO,  
MARY PUTRELO, AURELIO RIFICE, LYDIA  
RIFICE, KATHERINE RYDER, ROBERT RYDER,  
LESTER TEMKIN, HARRIET TEMKIN, DAVID  
TOBIN, JOHN TODERO, ANNE TODERO,  
HARRY O. TOMLINSON, KINGSLAND H. WARD,  
LEON L. COHEN, ANTHONY D. CASSERTA,  
DAVID T. CASSERTA, FRANK CASSERTA,  
BRYAN CASSERTA, CRISTYL CASSERTA,  
LILLA CASSERTA, CONNIE COLE,  
CASSERTA COMPANY, INC., JOHN J.  
CONTNEY and DAWN CONTNEY,

COMPLAINT

THE ORIGINAL FILED  
IN THE OFFICE OF  
RICHARD P. BRINKER  
CLERK CIRCUIT COURT DADE CO.  
ON OCT 26 1988

Plaintiffs,

vs.

PEAT MARWICK MAIN & COMPANY, f/k/a  
PEAT MARWICK MITCHELL & COMPANY, a  
General Partnership; FLORIDA NATIONAL  
BANK OF FLORIDA, INC., d/b/a FLORIDA  
NATIONAL BANK, a Florida corporation,  
MAJOR GENERAL JOHN SINGLAUS; BARBARA  
STUDLEY, GLOMILITECH CONSULTANTS  
CORP.; and LOUIS F. PETRILLO,

Defendants.

As To All Counts

Plaintiffs sue Defendants and allege as follows:

1. This is an action for damages in excess of FIVE THOUSAND DOLLARS (\$5,000.00) exclusive of interest, costs and attorneys' fees and for equitable relief within the jurisdiction of this Court.

2. Venue is appropriate in this jurisdiction by virtue of the fact that with respect to these Defendants they either reside in Dade County or with respect to the other Defendants the cause of action accrued in Dade County.

3. Plaintiffs have personal jurisdiction over all of these Defendants for the following reasons:

A. Defendant, FLORIDA NATIONAL BANK OF FLORIDA, INC., d/b/a FLORIDA NATIONAL BANK ("FLORIDA NATONAL"), is a Florida corporation, doing business in the State of Florida with regional offices in Dade County, Florida.

B. PEAT MARWICK MAIN & COMPANY f/k/a PEAT MARWICK MITCHELL & COMPANY ("PEAT MARWICK") has a regional office in Miami, Florida and renders accounting services in Miami, Florida.

C. Defendant, MAJOR GENERAL JOHN SINGLAUB ("SINGLAUB") conducted a business or business venture in Dade County, Florida and in addition committed tortious conduct causing injury in Dade County, Florida.

D. Defendant, BARBARA STUDLEY ("STUDLEY"), was at all times material hereto a resident of Dade County, Florida; conducted a business or business venture in Dade County, Florida; committed a breach of contract to be performed in Dade County, Florida, and committed tortious conduct causing injury in Dade County, Florida.

E. GEOMILITECH CONSULTANTS CORP. ("GEOMILITECH") is a Delaware corporation, with its principal place of doing business in Washington, D.C. and Miami, Flrodia, run by Defendants STUDLEY and SINGLAUB and operated a business or business venture in Dade County, Florida; breached a contract to be performed in Dade

County, Florida and committed tortious conduct causing injury in Dade County, Florida.

F. LOUIS F. PETRILLO ("PETRILLO") is a resident of Dade County, Florida, conducted a business or business venture in Dade County, Florida, and committed tortious conduct causing injury in Dade County, Florida.

4. Plaintiffs were at all times material hereto Shareholders of Bayshore Bank of Florida ("Bayshore Bank") and their interests as originally subscribed and as subsequently assigned represent a significant majority of the stock of Bayshore Bank.

5. Defendant, FLORIDA NATIONAL is a Florida corporation doing business in the State of Florida as a National Banking Association.

6. Defendant, PEAT MARWICK, is a General Partnership and national accounting firm of certified public accountants conducting business in Dade County, Florida and committed tortious acts in Dade County, Florida.

7. Defendant, PETRILLO, was at all times material hereto, President and Chief Executive Officer of Bayshore Bank.

8. In 1981 and 1982, Bayshore Bank was organized under the laws of the State of Florida and began operations.

9. On or about August 7, 1987, Bayshore Bank was ordered to cease banking activities and an Order of Liquidation was entered at the request of the Comptroller for the State of Florida. The Federal Deposit Insurance Corporation was appointed as liquidator of the assets of Bayshore Bank.

10. The closing of Bayshore Bank was precipitated by and caused by certain actions of these Defendants as more particularly set forth below.

11. Defendants, STUDLEY and PETRILLO, had on-going dealings utilizing respective positions to wit, PETRILLO in banking and STUDLEY in arms' dealings/commodities. This relationship began prior to 1986 when PETRILLO was employed by Defendant, FLORIDA NATIONAL BANK.

12. On or about March 19, 1986, Bayshore Bank hired PETRILLO and appointed him President and Chief Executive Officer. His duties and responsibilities included, but were not limited to

(a) coordinating the efforts of lending activities through guidance of commercial loan and installment loan departments;

(b) supervising and directing all operational/lending activities; and

(c) managing the Bank with sound judgment.

13. PETRILLO was experienced, inter alia, in international banking matters. From October, 1983 to March, 1986 he was Vice President and state-wide director of International Services at FLORIDA NATIONAL BANK, Miami, Dade County, Florida.

14. STUDLEY, a self-proclaimed international arms' dealer, represented herself to PETRILLO to have been involved in the buying and selling of arms/weapons between the Country of Iran and the Contra, Freedom Fighters of Nicaragua during relevant times of her association with PETRILLO and corresponding closely in time to the transactions raised herein.

15. FLORIDA NATIONAL had allegedly previously negotiated a loan transaction with STUDLEY and GEOMILITECH CONSULTANTS CORP. which was handled by PETRILLO, during his tenure at FLORIDA NATIONAL BANK.

16. Upon information and belief, BARBARA STUDLEY was indebted to FLORIDA NATIONAL at the time that Defendant, PETRILLO, was in their employ in early 1986.

17. In connection with the interviewing of Defendant, PETRILLO, by the Directors of Bayshore Bank, inquiry was made to FLORIDA NATIONAL with respect to the reputation and ability of Defendant, PETRILLO.

18. Defendant, FLORIDA NATIONAL BANK, gave the Directors of Bayshore Bank a glowing and unqualified recommendation of Defendant, PETRILLO.

19. Upon information and belief, it is alleged that at the time of these glowing and unqualified recommendations Defendant,

FLORIDA NATIONAL, was in fact a creditor of STUDLEY and her payments to Defendant, FLORIDA NATIONAL, were overdue. The source of the loan from FLORIDA NATIONAL to STUDLEY was Defendant, PETRILLO.

20. PETRILLO advised FLORIDA NATIONAL that notwithstanding alleged questionable transactions involving STUDLEY while PETRILLO was in the employ of FLORIDA NATIONAL that he would make up these monies in the future.

21. It is believed that FLORIDA NATIONAL gave a glowing and unqualified recommendation for Defendant, PETRILLO, solely for the purpose of insuring that he would be employed by another bank so that STUDLEY could borrow funds to pay FLORIDA NATIONAL in connection with her indebtedness.

22. In June, 1986 and on other dates thereafter Defendants, STUDLEY, GEOMILITECH CONSULTANTS CORP., SINGLAUB and PETRILLO, fraudulently obtained by false pretenses, trick, plan and/or scheme the sum of \$2,000,000 from Bayshore Bank and converted same to their use or to a company under their control.

23. This fraudulent scheme, plan or trick was contrived and executed by STUDLEY, SINGLAUB, GEOMILITECH together in concert with PETRILLO, utilizing PETRILLO's superior, advantageous and fiduciary position with Bayshore Bank.

24. PETRILLO acted in concert with STUDLEY, SINGLAUB and GEOMILITECH, but without the authority of Bayshore Bank or its management and exceeded the scope and duties of his position and employment. Specifically, he failed to comply with the rules and policies of Bayshore Bank and its Board of Directors and further violated state and federal banking rules, laws and regulations.

25. On or about June 23, 1986 a cashier's check No. 10837 was drawn on Bayshore Bank by Defendant, PETRILLO, and made payable to FLORIDA NATIONAL in the sum of \$1,500,000.00 for the benefit of STUDLEY and GEOMILITECH and these monies were deposited into an account at FLORIDA NATIONAL either in the name of STUDLEY or Defendant, GEOMILITECH.

26. This money was paid so that FLORIDA NATIONAL could recover monies it had due and outstanding from STUDLEY, SINGLAUB and GEOMILITECH or any one or combination of the three.

27. The cashier's check issued was to pay FLORIDA NATIONAL for a letter of credit in favor of Defendants, STUDLEY, SINGLAUB and GEOMILITECH, or any combination of the three.

28. None of the monies transferred to Defendants, STUDLEY, SINGLAUB or GEOMILITECH, or any of the three of them for the use of the Nicaraguan Contras have been repaid to Bayshore Bank.

29. In the Fall of 1986, a debit entry appeared on the general ledger of Bayshore Bank showing \$2,000,000 due from FLORIDA NATIONAL which payment had not as yet been received.

30. In December, 1986, Defendants, STUDLEY, SINGLAUB and GEOMILITECH, or any combination of the three in concert, conspired to and did present two checks totaling \$2,000,000 drawn on FLORIDA NATIONAL to Bayshore Bank. These checks were returned as uncollectible, one being returned "NSF" and another being returned "Account Closed".

31. On or about February 23, 1987, Defendant, PEAT MARWICK & MITCHELL, certified the condition of Bayshore Bank as of December 31, 1986. Defendant, PEAT MARWICK & MITCHELL certified that the attached financial statements reflected the financial positions of the Bank "in conformity with generally accepted accounting principles applied on a consistent basis".

36. Thereafter, on March 23, 1987 Defendant, PEAT MARWICK & MITCHELL, re-examined the books and records and stated at a meeting with representatives of Bayshore Bank that "the integrity of the financial system had been preserved".

33. Thereafter, PEAT MARWICK & MITCHELL, after it was discovered by the FDIC that Defendants, PETRILLO, SINGLAUB, STUDLEY and GEOMILITECH, had conspired to defraud Bayshore Bank and its Shareholders, withdrew its prior opinion.

34. All of the foregoing unauthorized and concealed transactions were equivalent and material to Bayshore Bank's net worth and done with the express consent and knowledge of

Defendant, PEAT MARWICK & MITCHELL. Said Defendant, PEAT MARWICK & MITCHELL, concealed the illegal transactions and under-secured and under-collateralized "loans" for the purchase of arms for the Nicaraguan Contras from the investing public including the Plaintiffs. The illegal transfer was a substantial portion of the Bank's net worth and could only have been concealed by said Defendant Accounting Firm. Alternatively, said Accounting Firm failed to locate the substantial discrepancies in three separate reviews of the Bank's records and on a "subsequent adjustment" check in March of 1987 reiterated its prior opinion.

35. This opinion was relied upon by the Plaintiffs.

36. Defendant, PETRILLO, unlawfully authorized and executed a cashier's check providing for unlawful transfers to STUDLEY and/or GEOMILITECH of funds for or on behalf of STUDLEY, SINGLAUB and GEOMILITECH to Defendant, FLORIDA NATIONAL, his former employer.

37. On or about May 15, 1987, an investigation was commenced regarding the above transaction. At that time Defendant, PETRILLO's authority to sign checks and approve loans was removed.

38. Upon information and belief, before June, 1987, an investigation commenced regarding the Nicaraguan Contra arms' supplies purchased from monies diverted from Bayshore Bank; in June, 1987, Defendant, PETRILLO, was removed as President of Bayshore Bank. Civil authorities investigated transactions of Bayshore Bank regarding arms' deals in Defendant, PETRILLO's course of dealings with Defendants, STUDLEY, SINGLAUB and GEOMILITECH, dating back from the time PETRILLO was the head of the International Services Department for Defendant, FLORIDA NATIONAL.

39. Defendant, GEOMILITECH, upon information and belief, had communications regarding the purchase of arms for the Contras from the funds diverted from Bayshore Bank with the late Central Intelligence Agency Director William Casey, Lt. Col. Oliver North

and others who coordinated the sale of arms to Nicaraguan Contras.

40. Each of these Defendants, STUDLEY, SINGLAUB, PETRILLO and GEOMILITECH, misrepresented and concealed millions of dollars of prohibited transactions which resulted in damages to these Plaintiffs.

41. These Plaintiffs and the Directors of Bayshore Bank have repeatedly requested that FDIC bring an action on behalf of the Shareholders, but FDIC has refused to do so.

42. Upon information and belief, Plaintiffs allege that the sensitive nature of Defendants' aid to the Nicaraguan Contras prevents Plaintiffs from having any recourse for the damages they have suffered.

43. Plaintiffs have suffered damages which are personal to them and distinct from the harm in general to the Bayshore Bank and other of its Shareholders.

44. Plaintiffs bring this action based on the shares of stock, in Bayshore Bank, that they own or have taken assignment of.

#### COUNT I

##### CIVIL REMEDY FOR CRIMINAL PRACTICES AGAINST DEFENDANTS, FLORIDA NATIONAL, GEOMILITECH, STUDLEY, SINGLAUB AND PETRILLO

45. Plaintiffs readopt, reallege and reaffirm each and every allegation set forth in Paragraphs 1 through 44 as if fully set forth herein.

46. This is an action for damages pursuant to Chapter 772, et.seq., F.S.

47. Defendants, FLORIDA NATIONAL, GEOMILITECH, STUDLEY, SINGLAUB and PETRILLO, have engaged in a systematic and continuous pattern of criminal activity that have the same or similar intents, results, accomplices, victims and are otherwise interrelated by distinguishing characteristics and are not isolated incidences.

48. The last criminal act occurred within five years after a prior criminal act.



49. Defendants, FLORIDA NATIONAL, GEOMILITECH, STUDLEY, SINGLAUB and PETRILLO's activities as alleged in paragraphs 1 through 44 constitute a pattern of criminal activity, as defined in 772.102(1)(a) and 772.102(1)(b), including, but not limited to, the following predicate acts:

(a) violations of Chapter 817, F.S., relating to fraudulent practices;

(b) violations of Title 18 relating to mail and wire fraud;

(c) violations of the Federal Securities Law (where in the general allegations is this alleged);

(d) violations of F.S. 832 relating to the issuance of worthless checks and drafts;

(e) violations of F.S. 812 RELATING TO THEFT; AND

(f) violations of Section 1956 of Title 18, relating to the laundering of monetary instruments received from the proceeds of specified unlawful activity including violations of Section 18 U.S.C. 2115, Section 656, Section 1344.

50. The last act of the pattern of criminal activity alleged above occurred within five years after the next to last prior incident of criminal activity.

51. The pattern of criminal activity did not include two or more incidents of fraudulent conduct arising out of a single contract or transaction.

52. The Defendants have acted with criminal intent to receive proceeds derived, directly or indirectly, from a pattern of criminal activity as alleged above to invest, directly or indirectly such proceeds, or the proceeds derived from the investment or use thereof, in the acquisition, or right, interest, or equity in, the establishment or operation of an enterprise. Said enterprise being the entity made up of the Defendants to procure and ship arms to the Nicaraguan Contras or FLORIDA NATIONAL or Defendant corporations.

53. Defendants, through a pattern of criminal activity, have acquired or maintained, directly or indirectly an interest

in or control of an enterprise. Said enterprise being the entity operating or engaging in the procuring and shipping of arms to the Nicaraguan Contras or FLORIDA NATIONAL or Defendant corporations.

54. The Defendants were employed by, or associated with, an enterprise to conduct or participate, directly or indirectly in an enterprise through a pattern of criminal activity. Said enterprise being the Defendants who were engaged in procuring and shipping arms to the Nicaraguan Contras or FLORIDA NATIONAL or Defendant corporations.

55. The Defendants conspired to or endeavored to violate any of the provisions of Subsection (1), (2) or Subsection (3), of F.S. 772.103.

56. As a direct and proximate result of the conduct of the Defendants, Plaintiffs have suffered damages.

WHEREFORE, Plaintiffs have been injured by reason of the violations of the provisions of F.S. 772.103(a-d), and demand judgment for threefold the actual damages sustained, reasonable attorneys' fees and court costs in the trial in appellate courts of this State. Plaintiffs further invoke the equitable jurisdiction of this Court pursuant to F.S. 895.05(5) and any other relief which this Court deems equitable and appropriate.

COUNT II  
ACTION FOR FRAUDULENT MISREPRESENTATION  
AGAINST ALL DEFENDANTS

57. Plaintiffs readopt, reallege and reaffirm each and every allegation set forth above in Paragraphs 1 through 44 as if fully set forth herein.

58. The above disguised false and fraudulent misrepresentations made by Defendant, PEAT MARWICK & MITCHELL, Defendants, FLORIDA NATIONAL, GEOMILITECH, STUDLEY, SINGLAUB and PETRILLO, were all relied upon by Plaintiffs to their detriment in their role as Shareholders.

59. The Defendants, individually and in concert, directly and indirectly, engaged and participated in and aided and abetted

a scheme to defraud and mislead the Plaintiffs as Shareholders through a continuous course of conduct and conspiracy to conceal the aforesaid illegal transactions transferring millions of dollars from Bayshore Bank to the Defendants to supply the Nicaraguan Contras.

60. Defendants, individually and in concert, directly and indirectly, engaged and participated in the on-going fraudulent concealment of the foregoing facts in reckless disregard of Plaintiffs' rights and fraudulently concealed the repayment of an indebtedness to FLORIDA NATIONAL from STUDLEY through funds of Bayshore Bank.

61. Defendant, FLORIDA NATIONAL, knew that Defendant, PETRILLO, its prior employee, had wrongfully issued a line of credit and the \$1,500,000 due on said line of credit was improperly paid by Bayshore Bank to FLORIDA NATIONAL. Defendant, FLORIDA NATIONAL, knew that Defendant, PETRILLO, was diverting funds from Bayshore Bank and fraudulently covered the line of credit that was due at the expense of these Plaintiffs.

62. Defendant, FLORIDA NATIONAL, materially misrepresented the true status of Defendant, PETRILLO's employment for the sole intent of having Bayshore Bank hire Defendant, PETRILLO, so that PETRILLO could ensure that monies from Bayshore Bank, to the detriment of these Plaintiffs, would be diverted to FLORIDA NATIONAL.

63. Plaintiffs relied, to their detriment, on a continued course of fraudulent conduct by holding on to their shares of Bayshore Bank stock, by making additional purchases of Bayshore Bank stock and by refraining from selling their shares.

64. Defendant, PEAT MARWICK & MITCHELL, knowingly assisted or participated in the fraudulent schemes to defraud Plaintiffs through the preparation and dissemination of financial data, subsequent adjustments, annual reports and correspondence, and knowingly concealing illegal transactions and vast misappropriation of funds.

65. As a direct and proximate result of the foregoing, Plaintiffs have sustained compensatory damages in excess of \$1,000,000 together with interest, attorneys' fees and costs. Plaintiffs further claim punitive damages.

WHEREFORE, Plaintiffs demand compensatory damages, punitive, interest, costs and attorneys' fees.

COUNT III  
COMMON LAW NEGLIGENCE

66. Plaintiffs readopt, reallege and reaffirm each and every allegations set forth in Paragraphs 1 through 44 above with the same force and effect as if fully set forth herein.

67. Defendant, PEAT MARWICK & MITCHELL, owed a duty to the Shareholders of Bayshore Bank to exercise its accounting work for Bayshore Bank in a manner within the reasonable standards of care in this community. Defendant, PEAT MARWICK & MITCHELL, breached their duty of reasonable care by failing to uncover and/or failing to disclose the \$2,000,000 of unaccounted for funds.

68. These Plaintiffs were directly damaged by Defendant, PEAT MARWICK & MITCHELL's failure to so disclose. Had PEAT MARWICK & MITCHELL made such disclosure, then the Plaintiffs would have had the opportunity to invest additional capital in Bayshore Bank so as to prevent the Bank from being closed down by the State of Florida and being liquidated by the FDIC. The ultimate initial capital loss bears a almost exact relationship to the amount of funds represented by the facts in this case. As a result, it is clear that the actions of Defendant, PEAT, MARWICK & MITCHELL, proximately caused the damages to the Plaintiffs herein.

69. The actions of Defendant, PEAT, MARWICK & MITCHELL, shows a gross disregard for the rights of the Plaintiffs and amounts to gross negligence.

WHEREFORE, Plaintiffs respectfully request that this Court grant a judgment in favor of the Plaintiffs and against Defendants for compensatory damages, punitive damages, plus interest, costs and attorneys' fees.

COUNT IV  
BREACH OF FIDUCIARY DUTY

70. Plaintiffs readopt, reallege and reaffirm each and every allegations set forth in Paragraphs 1 through 44 above with the same force and effect as if fully set forth herein.

71. All conditions precedent to the institution of this action have occurred, been performed or been excused.

72. Defendants PEAT MARWICK & MITCHELL and PETRILLO, occupied a special position and maintained a special relationship with the Plaintiff such that these Defendants owed a fiduciary duty to the Plaintiffs.

73. Defendants, PEAT MARWICK & MITCHELL and PETRILLO, breached a fiduciary duty owed to Plaintiffs by engaging in the activities hereinafter described and incorporated herein.

74. Plaintiffs have been damaged as a direct and proximate result of said breach of fiduciary duty.

WHEREFORE, Plaintiffs demand judgment against Defendants, PEAT MARWICK & MITCHELL and PETRILLO for compensatory damages in excess of \$5,000.00, plus costs and such other relief as the Court deems just and proper.

COUNT V  
PRIMA FACIE TORT

75. Plaintiffs readopt, reallege and reaffirm each and every allegations set forth in Paragraphs 1 through 44 above with the same force and effect as if fully set forth herein.

76. All conditions precedent to this action, have occurred, been performed or have been excused.

77. Defendants, FLORIDA NATIONAL, GEOMILITECH, STUDLEY, SINGLAUB and PETRILLO, intentionally caused injury to the Plaintiffs by engaging in the acts more particularly described in all of the preceding paragraphs.

78. The Defendants intentional acts evidenced a high level of culpability without legal justification under the circumstances.

79. Plaintiffs have been damaged as a direct and proximate result of Defendants intentional and unjustifiable acts.

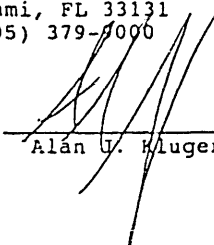
WHEREFORE, Plaintiffs demand judgment against Defendants, FLORIDA NATIONAL, GEOMILITECH, STUDLEY, SINGLAUB and PETRILLO, for compensatory damages, punitive damages, plus interest, costs and such further relief as to the Court seems just and proper.

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a trial by jury on all issues triable as a matter of right.

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By

  
Alan U. Kluger